

LEASE AGREEMENT

THIS LEASE AGREEMENT, made this 17th day of May, 1994, by and between Beall Avenue Limited Partnership (hereinafter called the "Landlord"). and Montgomery County, Maryland (hereinafter called "Tenant"),

WHEREAS, the Tenant desires to lease certain property owned by Landlord for the purpose of parking and access thereto;

WHEREAS, Landlord desires to lease to Tenant certain parking facilities and access thereto that are part of the Nations Bank Building, 255 N. Washington Street, Rockville, Maryland 20850.

NOW THEREFORE, in consideration of the mutual terms and conditions stated below, the parties agree as follows:

1. The Landlord does hereby lease unto the Tenant the space described as consisting of 30 designated parking spaces and pedestrian and vehicular access to the parking spaces as shown on Exhibit A attached hereto and incorporated herein (hereinafter the "Premises").

2. The term of the Lease shall be for two (2) years commencing on April 1, 1994 and terminating on March 31, 1996. Either Landlord or Tenant shall have the right to terminate this Lease upon giving thirty (30) days' written notice to the other of such termination and the effective date thereof.

3. The Tenant will pay as rent an annual amount of Ten Thousand Eight Hundred and 00/100 (\$10,800.00) Dollars payable in equal monthly installments of Nine Hundred and 00/100 (\$900.00) Dollars, during the term of the Lease to be paid in advance on the first day of each month of the term period, to and at the offices of Beall Avenue Limited Partnership c/o Corporate Management, Inc., 18201-D Flower Hill Way, Gaithersburg, Maryland 20879 or at any other address designated by the Landlord. Rental shall be prorated for any month during which the Tenant occupies the Premises for less than 30 days or for any year during which the Tenant occupies the premises for less than twelve months. Tenant shall not be charged or assessed any other additional rental, utility charge, taxes, or any other expense incidental to or associated with the use of the Premises.

BR

4. The Tenant shall use and occupy the Premises for the purposes of providing satellite parking facilities for the 401 Hungerford Drive Office Building. Only passenger vehicles shall be parked in the assigned spaces. No construction or recreational vehicles will be permitted.

5. Tenant shall complete a vehicle registration form supplied by Landlord for each vehicle to be parked at the Premises and each vehicle shall display a "Nations Bank Parking Sticker" supplied by Landlord predominantly displayed on each vehicle as instructed by Landlord. Tenant further agrees to provide revised and updated vehicle registration forms for each parking permit assigned by Landlord as vehicles change from time to time.

6. A. The Premises are leased in an "as is" condition, with existing lighting and parking lot striping. No changes will be made by either party to the parking arrangements and layout.

B. If deemed necessary, by agreement of Landlord and Tenant, the Landlord shall install signage, at the landlord's expense, to indicate that the Tenant's parking spaces are reserved for Tenant's use.

7. Landlord grants a temporary easement to Tenant and Tenant's guests, invitees, employees, etc. on and over the driving aisles and sidewalks of the Nations Bank property for the purpose of access to and from the Premises for the duration of this Lease.

8. Landlord will provide lighting for the Premises as is now existing at Landlord's sole cost and expense. Landlord will provide and be responsible for normally and regularly scheduled maintenance, service and security to the Premises as provided for the remainder of the Nations Bank parking lot, including but not limited to snow removal and cleaning of the parking lot.

9. Tenant shall be responsible for any damage to the Premises arising directly out of the use and occupancy of the Premises by Tenant and will, in the event of damage, repair or cause to be repaired the Premises to the condition they were in upon delivery to the Tenant, reasonable wear and tear excepted.

10. Tenant will indemnify and hold harmless the Landlord against liability for any claims or demands for personal injury

or property damage arising directly out of the Tenant's use of the Premises, excepting claims which may be made as a result of Landlord's negligence. This indemnification is conditioned upon Landlord providing Tenant with prompt written notice of the existence of any such claim or demand of which the Landlord may have knowledge.

11. The Landlord covenants that upon the payment of the rent herein provided and the performance by the Tenant of the covenants provided for herein, Tenant shall have and hold the Premises, free from any interference from the Landlord and other parties.

12. Upon the expiration or termination of this Lease, Tenant will surrender the Premises to Landlord broom clean and in the same condition as when Tenant acquired the Premises, ordinary wear and tear excepted, and shall remove all of its property therefrom.

13. Non-Discrimination: Landlord agrees to comply with the non-discrimination in employment policies in County contracts as required by Section 11B-3 and Section 27-19 of the Montgomery County Code 1984, as amended, as well as all other applicable state and federal laws and regulations regarding employment discrimination. The Landlord assures the County that in accordance with applicable law, it does not, and agrees that it will not discriminate in any manner on the basis of age, color, creed, national origin, race, religious belief, sexual preference or handicap.

14. Contract Solicitation: Landlord represents that it has not retained anyone to solicit or secure this Lease from Montgomery County, Maryland, upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bone fide employees or bone fide established commercial, selling or leasing agencies maintained by the Landlord for the purpose of securing business or any attorney rendering professional legal service consistent with applicable canons of ethics.

15. Public Employment: Landlord understands that unless authorized under Section 11B-52 and Chapter 19A of the Montgomery County Code 1984, it is unlawful for any person transacting business with Montgomery County, Maryland, to employ a public

employee for employment contemporaneous with his or her public employment.

16. Non-Appropriation: This Lease shall terminate automatically on July 1 of any year for which the Montgomery County Council fails to make an appropriation of funds to pay the rent herein stated. Lessee shall give Lessor at least thirty (30) days written notice of the lack of appropriation. The Lessee shall not make or be entitled to any claim for reimbursement of any kind, whether for improvements or prepaid items.

17. Mailing Notices: All notices required or desired to be given hereunder by either party to the other shall be given by certified or registered mail. Notices to the respective parties shall be addressed as follows:

Landlord:

Beall Avenue Limited Partnership
c/o Corporate Management, Inc.
18201-D Flower Hill Way
Gaithersburg, Maryland 20879

Tenant:

Montgomery County Government
Dept. of Facilities & Services
Office of Real Estate Mgmt
110 N. Washington Street, #318
Rockville, Maryland 20850

IN WITNESS WHEREOF, Landlord and the Tenant have entered into this Lease as of this 1st day of FEBRUARY, 1994.

Witness:

By: [Signature]

Landlord:

BEALL AVENUE LIMITED PARTNERSHIP

By: [Signature]

Title: General Partner

Witness:

By: [Signature]

Tenant:

Montgomery County, Maryland

By: [Signature] 5/17/94
Alastair McArthur, Deputy
Chief Administrative Officer

Approved as to Form
and Legality

[Signature] 4/21/94
Office of the County Attorney

Recommended By:

[Signature]
Gloria W. Kratz
Chief, Real Estate Management

Date: 5/13/94

BeallAve.Lse

[Signature]